

202001060112

01/06/2020 11:48 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor, WA



202001100079

01/10/2020 11:35 AM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

When recorded return to:

BANK OF THE PACIFIC
1216 SKYVIEW DRIVE
ABERDEEN, WA 98520

Land Title and Escrow

02-175542-OE rerecord to correct unit number

SUBORDINATION AGREEMENT

Date: December 19, 2019 A-202

Abbreviated Legal: Unit 1, 202, The Crest At Sunset Cove

Assessor's Tax Parcel No(s): 4890-001-202-0000 PID 117898

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. Bank of the Pacific referred to herein as "subordinator," is the owner and holder of a Deed of Trust dated August 12, 2019 which is recorded August 20, 2019 under auditor's file No. 201908200012, records of Skagit County, Washington.
2. Bank of the Pacific, referred to herein as "lender," is the owner and holder of a Deed of Trust, in the original principal amount of \$372,000.00, dated December 27, 2019 executed by Diane E. Berg which is recorded under auditor's file No. 202001060110, records of Skagit County, Washington. (which is to be recorded concurrently herewith). 202001060078

When recorded return to:

BANK OF THE PACIFIC
1216 SKYVIEW DRIVE
ABERDEEN, WA 98520

SUBORDINATION AGREEMENT

Date: **December 19, 2019** A-202
Abbreviated Legal: **Unit 1-202, The Crest At Sunset Cove**
Assessor's Tax Parcel No(s): **4890-001-202-0000 PID 117898**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. **Bank of the Pacific** referred to herein as "subordinator," is the owner and holder of a Deed of Trust dated **August 12, 2019** which is recorded **August 20, 2019** under auditor's file No. **201908200012**, records of **Skagit** County, Washington.
2. **Bank of the Pacific**, referred to herein as "lender," is the owner and holder of a Deed of Trust, in the original principal amount of **\$372,000.00**, dated _____ executed by **Diane E. Berg** which is recorded under auditor's file No. _____, records of **Skagit** County, Washington. (which is to be recorded concurrently herewith).

3. **Diane E. Berg** referred to herein as "owner," is the owner of all the real property described in the Deed of Trust identified above in Paragraph 1.
4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its Deed of Trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his Deed of Trust identified in Paragraph 1 above to the lien of "lender's" Deed of Trust, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" Deed of Trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its Deed of Trust or see to the application of "lender's" Deed of Trust funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the Deed of Trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed of Trust or Deed of Trusts to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "Deed of Trust" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: 12/23/2019

SUBORDINATOR:

Bank of the Pacific

By: *Diana Jordan New*

STATE OF Washington

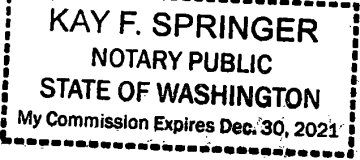
COUNTY OF

I certify that I know or have satisfactory evidence that *Diana Jordan New* is the person who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it as the *VP Branch Manager* of **Bank of the Pacific** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument..

Dated: 12-23-19 *Kay F Springer*
Notary Public in and for the State of
Residing at *Washington*
My appointment expires: *12-30-2021*

OWNER:

Diane E. Berg

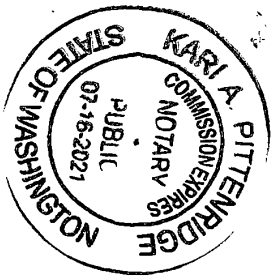


STATE OF Washington

COUNTY OF *Spagit*

I certify that I know or have satisfactory evidence that **Diane E. Berg**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the used and purposes mentioned in this instrument.

Dated: 12/30/2019 *Kari A Pittenridge*
Notary Public in and for the State of *WA*
Residing at *Oak Harbor*
My appointment expires: *7/16/2021*



Escrow No.: 02-175542-OE

EXHIBIT "A"

LEGAL DESCRIPTION

^{A-202}
Unit ~~1-202~~, "THE CREST AT SUNSET COVE CONDOMINIUM," a condominium, according to the Survey Map and Plans thereof recorded May 4, 2006, under Auditor's File No. 200605040034, and as identified in that certain Declaration thereof recorded May 4, 2006, under Auditor's File No. 200605040035, and amended May 25, 2006, under Auditor's File No. 200605260013, and further amended December 20, 2006, under Auditor's File No. 200612200021, and August 4, 2009 under Auditor's File No. 200908040051, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.